

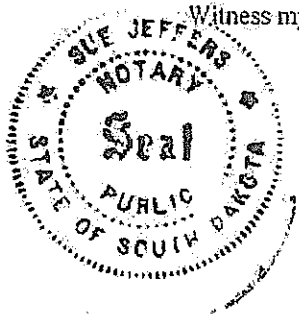
LANDOWNER:

By: Allen D Stark  
Name: Allen D. Stark

STATE OF South Dakota )  
COUNTY OF Codington ) ss.

On this 30th day of June, 2015, before me, the undersigned officer, personally appeared Allen D. Stark, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that ~~he~~she ~~they~~ executed the same for the purpose therein contained.

Witness my hand and official seal.



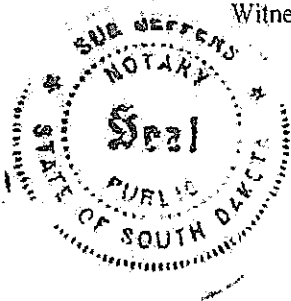
Sue Jeffers  
Notary Public for South Dakota  
My commission expires: 7-27-18

By: Dianne M Stark  
Name: Dianne M. Stark

STATE OF South Dakota )  
COUNTY OF Codington ) ss.

On this 30th day of June, 2015, before me, the undersigned officer, personally appeared Dianne M. Stark, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that ~~he~~she ~~they~~ executed the same for the purpose therein contained.

Witness my hand and official seal.



Sue Jeffers  
Notary Public for South DAKOTA  
My commission expires: 7-27-18

EXHIBIT "A"

Description of Property

All that real property located in Codington County, South Dakota, described as follows:

Tract 1:

The North Half (N $\frac{1}{2}$ ) of Section 10, Township 118 North, Range 52 West of the 5th P.M., except Lot H-1 contained therein, Codington County, South Dakota.

Tract 2:

The South Half (S $\frac{1}{2}$ ) of Section 3, Township 118 North, Range 52 West of the 5th P.M., except Lot H-1 contained therein, Codington County, South Dakota.

Less and except the following:

The West 400 Feet of the South 150 Feet of the North 1,368 Feet of the Northwest Quarter of Section 10, Township 118 North, Range 52 West of the 5th Principal Meridian, Codington County, South Dakota, containing 1.35 acres, more or less.



INSTRUMENT NO. 201505151 Pages: 7  
BOOK: 4T EASEMENT  
PAGE: 5437

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

11/16/2015 11:35:00 AM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

**SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT**

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on August 27, 2015, by and between Michael D. Johnson and Nancy J. Johnson, husband and wife (collectively or individually, the "Landowner"), whose address is 14962 483rd Ave, Milbank, SD 57252, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County and Grant County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the

Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**7. Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**8. Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**

IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: *M Goodwin*  
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2015 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

*Ann Leigh Watts*  
Notary Public



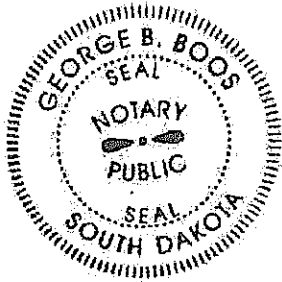
LANDOWNER:

By: Michael D. Johnson  
Name: Michael D. Johnson

STATE OF SOUTH DAKOTA )  
 ) ss.  
COUNTY OF GRANT )

On this 27<sup>th</sup> day of August, 2015, before me, the undersigned officer, personally appeared Michael D. Johnson, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



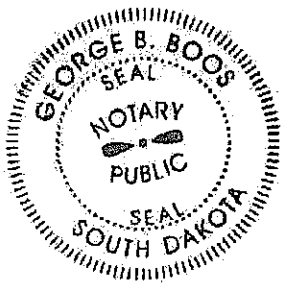
George B. Boos  
Notary Public for South Dakota  
My commission expires: 11/02/2016

By: Nancy J. Johnson  
Name: Nancy J. Johnson

STATE OF SOUTH DAKOTA )  
 ) ss.  
COUNTY OF GRANT )

On this 27<sup>th</sup> day of August, 2015, before me, the undersigned officer, personally appeared Nancy J. Johnson, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



George B. Boos  
Notary Public for South Dakota  
My commission expires: 11/02/2016

**EXHIBIT "A"**

**Description of Property**

All that real property located in Codington County and Grant County, South Dakota, described as follows:

**Tract 1:**

**Government Lots 3 and 4 and the South Half of the Northwest Quarter (S1/2NW1/4), which has also been described as the Northwest Quarter (NW1/4), less Lot H-1, in Section 3, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota.**

**Tract 2:**

**The Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) and Government Lot 6, in Section 30, Township 120 North, Range 51 West of the 5th P.M., in the Sisseton and Wahpeton Indian Reservation, Codington County, South Dakota.**

**Tract 3:**

**Government Lots 1 and 2 and the South Half of the Northeast Quarter (S1/2NE1/4) and Government Lots 3, 4, 5 and 6 and the Southeast Quarter (SE1/4), which has also been described as the East One-Half (E1/2) and Lots 3 through 6, in Section 4, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota.**

**Tract 4:**

**The Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) and Government Lots 1, 2, 3 and 4 in Section 31, Township 120 North, Range 51 West of the 5th P.M., in the Sisseton and Wahpeton Indian Reservation, Codington County, South Dakota.**

**Tract 5:**

**Government Lots 1, 2, 3 and 4, less road right of way in Government Lots 2 and 3, all in Section 6, Township 119 North, Range 51 West of the 5th P.M., in the Sisseton and Wahpeton Indian Reservation, Codington County, South Dakota.**

**Tract 6:**

**The South 214 Feet of the West 878 Feet of Government Lot 6, and the North 321 Feet of the West 878 Feet of Government Lot 7, all located in Section 31, Township 120 North, Range 51 West of the 5th P.M., in the Sisseton and Wahpeton Indian Reservation, less Lot H-2, and subject to additional public right of way, Codington County, South Dakota.**



Tract 7:

All of Government Lot 5, Government Lot 6 less the South 214 Feet of the West 878 Feet, Government Lot 7 less the North 321 Feet of the West 878 Feet and Government Lot 8 less Lot H2, and the East Half of the Northwest Quarter (E1/2NW1/4); and the East Half of the Southwest Quarter (E1/2SW1/4) of Section 31, Township 120 North, Range 51 West of the 5th P.M., Codington County, South Dakota, which has also been described as the West Half (W1/2) of Section 31, Township 120 North, Range 51 West of the 5th P.M., less the South 214 Feet of the West 878 Feet of the Northwest Quarter (NW1/4) and the North 321 Feet of the West 878 Feet of the Southwest Quarter (SW1/4) thereof, less Lot H2 and subject to public right of way, all being in the Sisseton-Wahpeton Indian Reservation, Codington County, South Dakota.

Tract 8:

Government Lot 2, Government Lots 3 and 4 subject to public right of way, and the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), also described as the West Half of the Southwest Quarter (W1/2SW1/4) and the South Half of the Northwest Quarter (S1/2NW1/4), all in Section 30, Township 120 North, Range 51 West of the 5th P.M., less Lot H-2 thereof, all being in the Sisseton-Wahpeton Indian Reservation, Codington County, South Dakota.

Tract 9:

Government Lots 1 and 2 of Section 8, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota.

Tract 10:

Government Lots 1 and 2 and the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 17, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota.

Tract 11:

The Northeast Quarter (NE1/4), except Lot H-1, of Section 12, Township 120 North, Range 52 West of the 5th P.M., in the former Sisseton and Wahpeton Indian Reservation, Grant County, South Dakota.

Tract 12:

The South Half of the Southwest Quarter (S1/2SW1/4) of Section 12, Township 120 North, Range 52 West of the 5th P.M., in the former Sisseton and Wahpeton Indian Reservation, Grant County, South Dakota.

Tract 13:

The Southeast Quarter (SE1/4), except Timber Line Addition and except a 17 foot strip of land along the east side, of Section 12, Township 120 North, Range 52 West of the 5th P.M., in the former Sisseton and Wahpeton Indian Reservation, Grant County, South Dakota.



**INSTRUMENT NO. 201505150 Pages: 6**  
**BOOK: 4T EASEMENT**  
**PAGE: 5436**

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

**11/16/2015 11:34:00 AM**  
**ANN RASMUSSEN, REGISTER OF DEEDS**  
**CODINGTON COUNTY, SOUTH DAKOTA**  
**Recording Fee: 30.00**  
**Return To: APEX CLEAN ENERGY**

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**SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT**

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on October 8, 2015, by and between Coletta Buchholz, a ~~single~~ married person (collectively or individually, the "**Landowner**"), whose address is 16026 458th Ave, Watertown, SD 57201, and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**7. Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**8. Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**

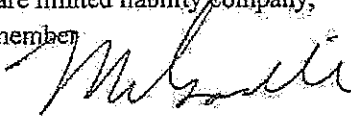
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

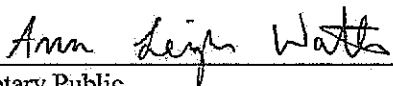
By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2015 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public



LANDOWNER:

By: Coletta Buchholz  
Name: Coletta Buchholz

STATE OF South Dakota )  
COUNTY OF Codington ) ss.  
 )

On this 8th day of October, 2015, before me, the undersigned officer, personally appeared Coletta Buchholz, a married person/a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



Maynard Feuer  
Notary Public for State of South Dakota  
My commission expires: 7-15-2021

The undersigned spouse is joining this Agreement to acknowledge and accept its contents and to ratify the Agreement as applicable to his/her interest in the Property.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.  
 )

On this \_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, a married person/a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.

Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**Description of Property**

All that real property located in Codington County, South Dakota, described as follows:

Tract 1:

East Half (E1/2) of Section 2, Township 118 North, Range 52 West of the 5th P.M., Codington County, South Dakota

Tract 2:

Northwest Quarter (NW1/4) of Section 2, Township 118 North, Range 52 West of the 5th P.M., Codington County, South Dakota

Tract 3:

Southwest Quarter (SW1/4) less the East 33 Rods of the South 33 Rods of Section 2, Township 118 North, Range 52 West of the 5th P.M., Codington County, South Dakota

Tract 4:

Northwest Quarter (NW1/4) of Section 35, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota

Tract 5:

West Half of the Southwest Quarter (W1/2SW1/4) of Section 36, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota



PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

**INSTRUMENT NO. 201505687 Pages: 8**  
**BOOK: 4T LEASE / EASEMENT AGREEMENT**  
**PAGE: 5499**

**12/21/2015 12:35:00 PM**

**ANN RASMUSSEN, REGISTER OF DEEDS**  
**CODINGTON COUNTY, SOUTH DAKOTA**

**Recording Fee: 30.00**  
**Return To: APEX CLEAN ENERGY**

### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on October 23, 2015, by and between William Thrun, a single / married person; Ardys Raasch, a single / married person; and Anita Thrun, a single / married person (collectively or individually, the "Landowner"), whose address is 18071 457th Ave., Castletown, SD 57223, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

Dakota Range I, LLC



(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be

binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. **Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. **Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**


IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member


By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2015 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.



  
Notary Public

LANDOWNER:

By: William Thrun  
Name: William Thrun

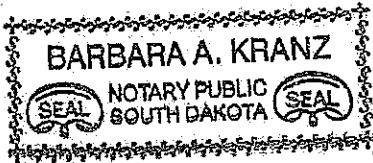
STATE OF South Dakota

COUNTY OF Codington

)  
) ss.  
)

On this 14<sup>th</sup> day of August, 2015 before me, the undersigned officer, personally appeared William Thrun, a single / married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



Barbara  
Notary Public for Dakota Park  
My commission expires: 10-28-2020

By: N/A  
Name:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

)  
) ss.  
)

On this \_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, a married person/a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.

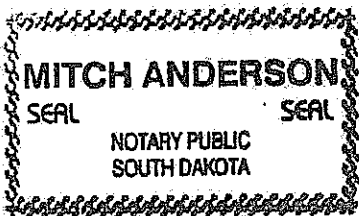
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

By: Ardys Raasch  
Name: Ardys Raasch

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 14 day of October, 2015, before me, the undersigned officer, personally appeared Ardys Raasch, a single / married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



[Signature]  
Notary Public for Codington County  
My commission expires: 8/19/16

By: Jerry Raasch  
Name: Jerry Raasch

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 23 day of October, 2015, before me, the undersigned officer, personally appeared Jerry Raasch, a married person / a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



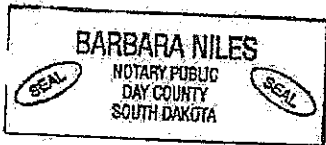
[Signature]  
Notary Public for Codington County  
My commission expires: 10-14-17

By: Anita Thrun  
Name: Anita Thrun

STATE OF SD )  
 ) ss.  
COUNTY OF Day )

On this 12 day of Oct, 2015, before me, the undersigned officer, personally appeared Anita Thrun, a single married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



Barbara Niles  
Notary Public for SD  
My commission expires: 1-17-2020

By: N/A  
Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, a married person/a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

Description of Property

All that real property located in Codington County, South Dakota, described as follows:

Tract 1:

The Northwest Quarter of Section 11, Township 118 North,  
Range 52 West of the 5th P.M., less highway rights of  
way


Parcel number: 14000001101180522100000 (155.98 acres)

Tract 2:

The East 33 Rods of the South 33 Rods of the Southwest  
Quarter of Section 2, Township 118 North, Range 52 West  
of the 5th P.M., all in Codington County, South Dakota

Parcel number: 14000000201180524400000 (6.80 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

  
INSTRUMENT NO. 201505688 Pages: 6  
BOOK: 4T LEASE / EASEMENT AGREEMENT  
PAGE: 5500

12/21/2015 12:36:00 PM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

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### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on October 29, 2015, by and between James Beskow and Mavis Beskow, husband and wife (collectively or individually, the "**Landowner**"), whose address is 15974 456th Ave., Watertown, SD 57201, and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;



(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**7. Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**8. Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**

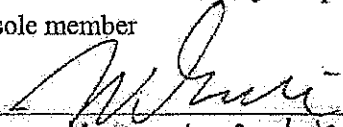
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

DAKOTA RANGE I, LLC,  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

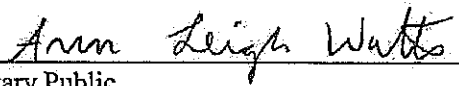
By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

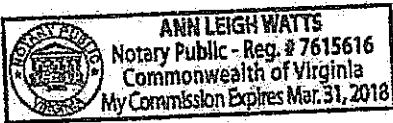
By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of December, 2015 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public



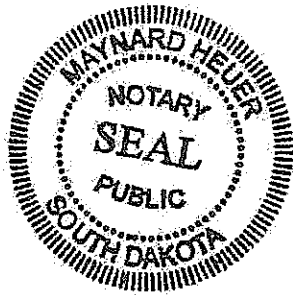
LANDOWNER:

By: James Beskow  
Name: James Beskow

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 29 day of October, 2015 before me, the undersigned officer, personally appeared James Beskow, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



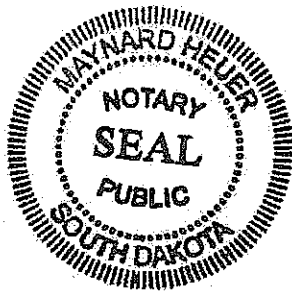
Maynard Heuer  
Notary Public for State of South Dakota  
My commission expires: 7-15-2021

By: Mavis Beskow  
Name: Mavis Beskow

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 29 day of October, 2015 before me, the undersigned officer, personally appeared Mavis Beskow, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



Maynard Heuer  
Notary Public for State of South Dakota  
My commission expires: 7-15-2021

**EXHIBIT "A"**

**Description of Property**

All that real property located in Codington County, South Dakota, described as follows:

Tract 1:

The Northeast Quarter of the Southeast Quarter of Section 21, Township 119 North, of Range 52, West of the 5th P.M.

Parcel number: 05000002101190524100000 (40.00 acres)

Tract 2:

The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 21, Township 119 North, Range 52 West of the 5th P.M.,

Parcel number: 05000002101190524400000 (40.00 acres)

Tract 3:

The Southeast Quarter (SE 1/4) of Section 33, Township 119 North, Range 52, West of the 5th P.M.

Parcel number: 05000003301190524100000 (160.00 acres)

Tract 4:

The Southwest Quarter (SW 1/4) of Section Thirty Three (33), Township 119, Range 52, West of the 5th P.M., less the South 5 Rods of the West 7 Rods of said tract.

Less and Except:

Schick Addition in the Southwest Quarter (SW1/4) of Section 33, Township 119 North, Range 52 West of the 5th P.M., in the County of Codington, South Dakota.

Parcel number: 05000003301190523100000 (157.40 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595



INSTRUMENT NO. 201505689 Pages: 6  
BOOK: 4T LEASE / EASEMENT AGREEMENT  
PAGE: 5501

12/21/2015 12:37:00 PM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

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### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on October 29, 2015, by and between Roger D. Mohr, as Trustee under the Roger D. Mohr Living Trust, dated July 8, 2010 (collectively or individually, the "Landowner"), whose address is 16146 459th Ave., Watertown, SD 57201, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and
- (iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and

decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**7. Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**8. Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**



IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

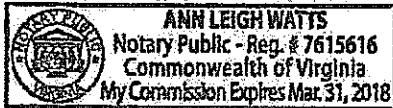
By: *Mark W. Goodwin*  
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of December, 2015 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

*Ann Leigh Watts*  
Notary Public



**LANDOWNER:**

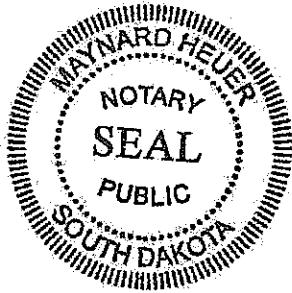
**The Roger D. Mohr Living Trust, dated July 8, 2010**

By: Roger D Mohr Trustee  
Name: Roger D. Mohr, as Trustee

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 29 day of October, 2010 before me, the undersigned officer, personally appeared Roger D. Mohr, as Trustee under the Roger D. Mohr Living Trust, dated July 8, 2010, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



Maynard Heuer  
Notary Public for State of South Dakota  
My commission expires: 7-15-2011

**EXHIBIT "A"**

**Description of Property**

All that real property located in Codington County, South Dakota, described as follows:

The Northeast Quarter (NE1/4) of Section Eleven (11), Township One Hundred Eighteen (118) North, Range Fifty-Two (52) West of the 5<sup>th</sup> P.M., less that portion of said Northeast Quarter lying South and East of the railroad right of way, less railroad right of way and less Outlot 1, Codington County, South Dakota

**Parcel number:** a portion of 14000001101180521100000 (67 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

INSTRUMENT NO. 201601196 Pages: 6  
BOOK: 4T LEASE / EASEMENT AGREEMENT  
PAGE: 5762

3/28/2016 11:29:00 AM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on March 3, 2016, by and between Randy Sieh, a single / ~~married~~ person (collectively or individually, the "Landowner"), whose address is 44490 Kline Ave., Florence, SD 57235, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**7. Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**8. Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**

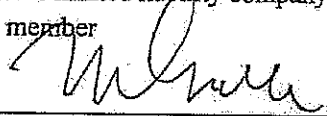
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

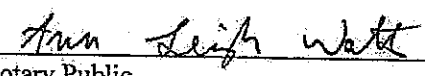
By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

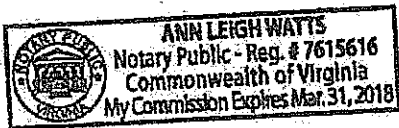
By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10th day of March, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public



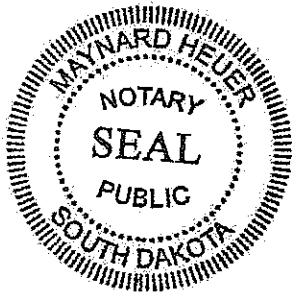
LANDOWNER:

By: Randy Sieh  
Name: Randy Sieh

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 3 day of March, 2016, before me, the undersigned officer, personally appeared Randy Sieh, a single / married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



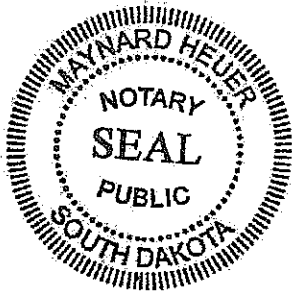
Maynard Heuer  
Notary Public for State of South Dakota  
My commission expires: 7-15-2021

By: Patricia Sieh  
Name: Patricia Sieh

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 3 day of March, 2016, before me, the undersigned officer, personally appeared Patricia Sieh, a married person/a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



Maynard Heuer  
Notary Public for State of South Dakota  
My commission expires: 7-15-2021



**EXHIBIT "A"**


**Description of Property**

All that real property located in Codington County, South Dakota, described as follows:

**Lot 1 and the East Half of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter, and the Northeast Quarter less the South 775 Feet of the North 1245 Feet of the East 618 Feet of said Northeast Quarter (containing 11.0 acres), and less the South 735 Feet of said Northeast Quarter, and less the North 350 Feet of the South 1085 Feet of the East 2174 Feet of said Northeast Quarter, and less the South 735 Feet of the East 1037 Feet of the East Half of the Northwest Quarter (containing 79.6 acres), all in Section 9, Township 119, Range 52 West of the 5th P.M., Codington County, South Dakota, subject to highway right of way, visible or recorded easements and reservations of record, if any.**

**Parcel numbers: 05000000901190522100000 (132.06 acres)  
05000000901190522200000 (85.47 acres)**

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

  
INSTRUMENT NO. 201602323 Pages: 6  
BOOK: 4T EASEMENT  
PAGE: 5903

6/6/2016 11:33:00 AM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

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### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on 5-5, 2016 by and between Kathleen Neugebauer, a single married person (collectively or individually, the "Landowner"), whose address is 131 17th St NE, Watertown, SD 57201, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. **Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. **Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**

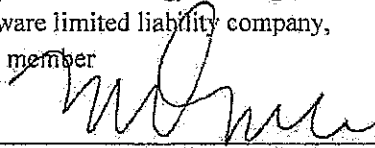
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

**JENNIFER REGINA CONNOR**  
**NOTARY REGISTRATION NO. 7543896**  
**NOTARY PUBLIC**  
**COMMONWEALTH OF VIRGINIA**  
**MY COMMISSION EXPIRES: MAY 31, 2017**

Dakota Range I, LLC

LANDOWNER:

By: Kathleen G Neugebauer  
Name: Kathleen Neugebauer

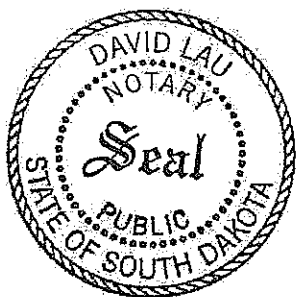
STATE OF South Dakota )

COUNTY OF Codington )

) ss.  
)

On this 5 day of MAY, 2016, before me, the undersigned officer, personally appeared Kathleen Neugebauer, a married person/a single person known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public for South Dakota  
My commission expires: 4-8-22

By: David Lau  
Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

) ss.  
)

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, a married person/a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.

Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

Description of Property

All that real property located in Codington County, South Dakota, described as follows:

Gov't Lot 1, and the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), and the West 58 Rods of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section 19, Township 119 North, Range 51 West of the 5<sup>th</sup> P.M., Codington County, South Dakota

PREPARED BY,  
AND AFTER RECORDING,  
RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595



**INSTRUMENT NO. 201602324 Pages: 6**  
**BOOK: 4T EASEMENT**  
**PAGE: 5904**

**6/6/2016 11:34:00 AM**

**ANN RASMUSSEN, REGISTER OF DEEDS**  
**CODINGTON COUNTY, SOUTH DAKOTA**

**Recording Fee: 30.00**  
**Return To: APEX CLEAN ENERGY**

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**SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT**

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on 5-5, 2016 by and between Tim V. Kannas, a single / married person (collectively or individually, the "Landowner"), whose address is 45780 160th St, Watertown, SD 57201, and **DAKOTA RANGE I, LLC**, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**I. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including



- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and
- (iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and

decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. **Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. **Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**

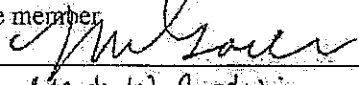
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 16th day of May, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

**JENNIFER REGINA CONNOR**  
**NOTARY REGISTRATION NO. 7543896**  
**NOTARY PUBLIC**  
**COMMONWEALTH OF VIRGINIA**  
**MY COMMISSION EXPIRES: MAY 31, 2017**

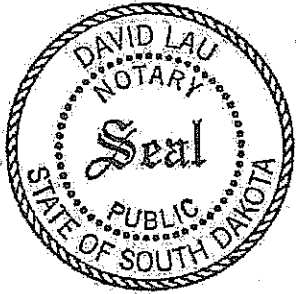
LANDOWNER:

By: Tim V. Kannas  
Name: Tim V. Kannas

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 5 day of May, 2016, before me, the undersigned officer, personally appeared Tim V. Kannas, a married person/a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public for South Dakota  
My commission expires: 4-8-27

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, a married person/a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

Description of Property

All that real property located in Codington County, South Dakota, described as follows:

Tract 1:

The Southeast Quarter(SE1/4), less H-1 and less Tim Kannas Addition, Section 34, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M., Codington County, South Dakota

Tract 2:

The Southwest Quarter(SW1/4) of Section 35, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M. Codington County, South Dakota

Tract 3:

Gov't Lot 2 and the Southwest Quarter of the Northeast Quarter(SW1/4NE1/4), less Lot H-1, all in Section 3, Township 118 North, Range 52 West of the 5<sup>th</sup> P.M., Codington County, South Dakota

Tract 4:

The East Half of the Northeast Quarter(E1/2NE1/4), also described as: Gov't Lot 1 and SE1/4NE1/4, all in Section 3, Township 118 North, Range 52 West of the 5<sup>th</sup> P.M., Codington County, South Dakota

Tract 5:

The North Half of the Southeast Quarter of Section 35, in Township 119 North, Range 52, West of the 5<sup>th</sup> P.M., subject to public right of way.

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

INSTRUMENT NO. 201602883 Pages: 6  
BOOK: 4T LEASE / EASEMENT AGREEMENT  
PAGE: 5969

7/11/2016 10:20:00 AM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

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### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on 5-19, 2016, by and between Darlis J. Bunde, a married person (collectively or individually, the "**Landowner**"), whose address is 45444 160<sup>th</sup> St. Watertown, South Dakota 57201, and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. **Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. **Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**



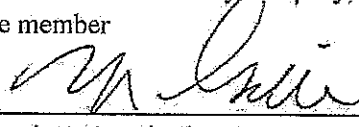
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

DAKOTA RANGE I, LLC,  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

JENNIFER REGINA CONNOR  
NOTARY REGISTRATION NO. 7543896  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES: MAY 31, 2017

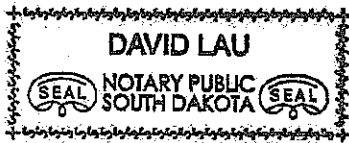
LANDOWNER:

By: Darlis J Bunde  
Name: Darlis J. Bunde

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 19 day of MAY, 2016, before me, the undersigned officer, personally appeared Darlis J. Bunde, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



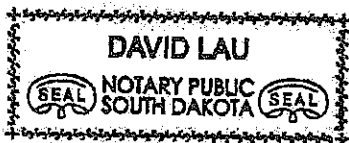
Darlis J Bunde  
Notary Public for South Dakota  
My commission expires: 4-8-22

By: Merlin Bunde  
Name: Merlin Bunde

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 19 day of MAY, 2016, before me, the undersigned officer, personally appeared Merlin Bunde, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



Darlis J Bunde  
Notary Public for South Dakota  
My commission expires: 4-8-22

EXHIBIT "A"

Description of Property

All that real property located in Codington County, South Dakota, described as follows:

Tract 1:

The Southwest Quarter, less Lot H-1, of Section 34, Township 119 North, of Range 52, West of the 5th P.M.;

The West Half of the Northwest Quarter of Section 34, Township 119 North, of Range 52, West of the 5th P.M.;

Parcel number: 05000003401190522200000 (212.67 acres)

Tract 2:

The South Half of the Northwest Quarter and Lots 3 and 4, of Section 3, Township 118 North, of Range 52, West of the 5th P.M., less Lot H-1

Parcel number: 1400000301180522100000 (153.89 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595



**INSTRUMENT NO. 201602884 Pages: 6**  
**BOOK: 4T LEASE / EASEMENT AGREEMENT**  
**PAGE: 5970**

**7/11/2016 10:21:00 AM**

**ANN RASMUSSEN, REGISTER OF DEEDS**  
**CODINGTON COUNTY, SOUTH DAKOTA**

**Recording Fee: 30.00**  
**Return To: APEX CLEAN ENERGY**

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**SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT**

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on 5-19, 2016, by and between Merlin E. Bunde, a married person (collectively or individually, the "**Landowner**"), whose address is 45444 160th St., Watertown, South Dakota 57201, and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered into that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. **Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. **Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**


IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

DAKOTA RANGE I, LLC,  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member


By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

JENNIFER REGINA CONNOR  
NOTARY REGISTRATION NO. 7543896  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES: MAY 31, 2017

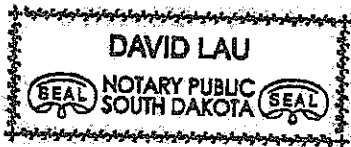
LANDOWNER:

By: Merlin E Bunde  
Name: Merlin E. Bunde

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 19 day of MAY, 2016, before me, the undersigned officer, personally appeared Merlin E. Bunde, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



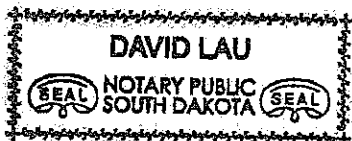
David Lau  
Notary Public for South Dakota  
My commission expires: 4-8-16

By: Darlis J. Bunde  
Name: Darlis J. Bunde, spouse of Merline E. Bunde

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 19 day of MAY, 2016, before me, the undersigned officer, personally appeared Darlis J. Bunde, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public for South Dakota  
My commission expires: 4-8-16



EXHIBIT "A"


Description of Property

All that real property located in Codington County, South Dakota, described as follows:

Lots Number Three (3) and Four (4), and the East Half (E½) of the Southeast Quarter (SE¼) of Section 31, in Township 119 North, of Range 52 West of the Fifth P.M.

Parcel Number: 05000003101190524100000 (158.79 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

  
INSTRUMENT NO. 201602885 Pages: 6  
BOOK: 4T LEASE / EASEMENT AGREEMEN  
PAGE: 5971

7/11/2016 10:22:00 AM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

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### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on 5-19, 2016, by and between Larin L. Bunde (collectively or individually, the "**Landowner**"), whose address is 45548 160<sup>th</sup> St., Watertown, South Dakota 57201 and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**7. Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**8. Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**

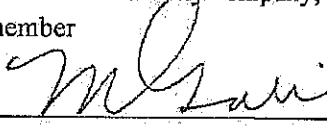
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member


By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

**JENNIFER REGINA CONNOR**  
**NOTARY REGISTRATION NO. 7543896**  
**NOTARY PUBLIC**  
**COMMONWEALTH OF VIRGINIA**  
**MY COMMISSION EXPIRES: MAY 31, 2017**

LANDOWNER:

By: Larin L. Bunde  
Name: Larin L. Bunde

STATE OF South Dakota  
COUNTY OF Codington

)  
) ss.  
)

On this 19 day of May, 2016, before me, the undersigned officer, personally appeared Larin L. Bunde, a single person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public for South Dakota  
My commission expires: 4-8-22

**EXHIBIT "A"**

**Description of Property**

All that real property located in Codington County, South Dakota, described as follows:

**The South Half of Section 32, in Township 119, North of Range 52, West of the 5th P.M., less road, and subject to visible or recorded easements.**

**Parcel Number: 05000003201190523100000 (319.15 acres)**



PREPARED BY AND  
 AFTER RECORDING RETURN TO:  
 Dakota Range I, LLC  
 c/o Apex Clean Energy, Inc.  
 Queen Charlotte Building  
 236 East High Street  
 Charlottesville, VA 22902  
 Attn: Eugene Lerman, Esq.  
 (434) 220-7595

**INSTRUMENT NO. 201602886 Pages: 6**  
**BOOK: 4T LEASE / EASEMENT AGREEMENT**  
**PAGE: 5972**

**7/11/2016 10:23:00 AM**

**ANN RASMUSSEN, REGISTER OF DEEDS**  
**CODINGTON COUNTY, SOUTH DAKOTA**

**Recording Fee: 30.00**  
**Return To: APEX CLEAN ENERGY**

**SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT**

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on 5-19, 2016 by and between Edgar O. Bunde, as Trustee of the Edgar O. Bunde Trust, created by Declaration of Trust dated November 19, 1999 (collectively or individually, the "**Landowner**"), whose address is 200 S. Maple, Apt. 104, Watertown, SD 57201, and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and



(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be

binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. **Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

8. **Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**

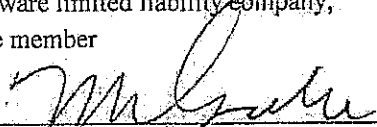
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member


By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 1st day of June, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

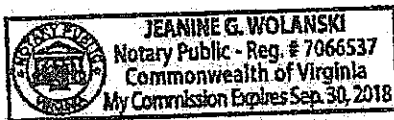




EXHIBIT "A"

Description of Property

All that real property located in Codington County, South Dakota, described as follows:

The Northeast Quarter of Section 4, in Township 118  
North of Range 52 West of the 5th P.M.

Parcel number: 14000000401180521100000 (159.90 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595



INSTRUMENT NO. 201700893 Pages: 6  
BOOK: 4T LEASE / EASEMENT AGREEMEN  
PAGE: 6341

3/6/2017 12:30:00 PM

*Ann Rasmussen*

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA  
Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

## SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on 7-13, 2016, by and between Jackie L. Zubke and Grace M. Zubke (collectively or individually, the "Landowner"), whose address is 45785 159<sup>th</sup> St., Watertown, SD 57201, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

4. **No Interference.** Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow anyone other than Lessee to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**7. Multiple Counterparts.** This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**8. Governing Law.** This Lease Short Form and the Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

**Signature Pages Follow**